EXHIBIT B

Time Warner Cable
Welcome Kit including
Residential Services Subscriber Agreement
In Effect August 2007





Congratulations!

You've made the switch to Digital Phone and are now connected to the reliability and clarity of Time Warner Cable's home phone service. You will appreciate the value and simplicity offered with Digital Phone service.

Your benefits include:

- All the calling features you want: Caller ID, Call Waiting, 3 Way Calling, Call Forwarding, Speed Dial, Anonymous Call Reject and more
- 30-day money-back guarantee
- One bill from one company you can call locally for assistance
- No installation or connection fees
- Low international rates without the hassle of different plans and fees
- Enhanced 911 service delivers your address and phone number to emergency responders
- Second Line and Voice Mail are available for an additional cost

We appreciate this opportunity to serve you.

Sincerely,

Charlene H. Keys

Vice President & General Manager, Voice Time Warner Cable, South Carolina

Contact Information

Digital Phone Support

HOURS: The Time Warner Cable Call Center is open

from 8am-9pm on Monday through Sunday.*

E-MAIL: Digital Phone Specialists will respond to

your questions and concerns promptly when

you e-mail us at

twscdigiphone@twcable.com

WEB SITE: www.twcsc.com/digitalphone

PHONE: Call toll-free **866-TWC-SC01**

(866-892-7201)

for information about Time Warner Cable

services or for support.

^{*} Hours subject to change.

Customer Payment Centers

MYRTLE BEACH

1901 Oak Street Myrtle Beach, SC 29577

FLORENCE

3232 Bryson Dr. Florence, SC 29501

GEORGETOWN

1253 North Frasier St. Georgetown, SC 29440

LEXINGTON

930 N Lake Drive Lexington, SC 29072

ORANGEBURG

1125 Orangeburg Mall St. Matthews & Blvd. Orangeburg, SC 29115

SUMMERVILLE

410 Old Trolley Rd. Summerville, SC 29483

SURFSIDE/ MURRELLS INLET

11546 Highway 17 S. Bypass Murrell's Inlet, SC 29576

ST. ANDREWS

817 St. Andrews Rd. Suite 106 Columbia, SC 29210

FIVE POINTS

1030 Harden St. Columbia, SC 29205

FORT JACKSON

Bldg. 545 1st Floor, Rm. 1021 Corner of Marion & Imbodian Columbia, SC 29206

LAKE CITY

210 John Street Lake City, SC 29560

NORTH MYRTLE BEACH

757 Main Street N. Myrtle Beach, SC 29582

PAWLEY'S ISLAND

358 Pawley's Island Plaza Pawley's Island, SC 29585

SUMTER

1170 North Guignard Dr. Sumter, SC 29150

WEST COLUMBIA

1171 Sunset Blvd. Corner of 12th & 378 West Columbia, SC 29170

HARTSVILLE/CHERAW

1920 W. Bobo Newsome Hwy. Hartsville, SC 29550

Please call 866-892-7201 for office hours

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Calling Features

Technical Service & Support

Any time you need technical assistance with your Digital Phone service, simply dial 611 from your Digital Phone or 866-892-7201.

Call Detail Record Online

As a Digital Phone Customer, just click on "My Account" at **www.twcsc.com/digitalphone** and enter your user ID and password to access your Call Record. You can also request a written Call Record at any time, by calling 866-892-7201.

Caller ID

Caller ID allows you to see who's calling before you answer the phone. If your telephone has a display screen, the name and telephone number associated with an incoming call will appear on the screen.

How to use:

- 1. When you receive a call, wait until your telephone completes the first ringing signal.
- 2. The telephone number calling you and the name associated with that number in the telephone company records will automatically appear on your caller ID display screen.

Notes:

- Caller ID requires a display telephone or an add-on display unit.
- If a letter "P" or "Private" appears on your display after the first ring, the caller may have blocked the display of their name and number before placing the call.
- If "unknown name", "unknown number," "out of area" or "O" appears, the caller is in an area that does not support Caller ID services.

3-Way Calling

3-Way Calling allows you to add a third party to an existing conversation. To make a three way call, simply place your first call. Once connected, hit the "FLASH" button to put your first call on hold. When you hear the new dial tone, place your second call. Once connected to your second call, hit the "FLASH" button again to connect all three parties (yourself, and your first and second calls).

Note: If you don't have a FLASH button, press "TALK" on the "SWITCH HOOK" push button on your phone.

Calling Features

Caller ID On TV

You have the option to use your TV as a Caller ID display. With Time Warner Digital Cable, the caller's name and phone number will be displayed in the top left portion of your television screen. You can also see who the last 10 callers were.

To turn Caller ID on TV on:

- 1. Press the "A" Button on your remote control.
- 2. Select "Caller ID." The display will read "Call Alert OFF."
- 3. Press on your remote control and "Call Alert ON" will appear with a check mark.

To turn Caller ID on TV off:

- 1. Press the "A" Button on your remote control.
- 2. Select "Caller ID" and scroll down to "Call Alert ON."
- 3. Press on your remote control and "Call Alert OFF" will appear with a check mark.

To see who the last 10 callers were:

- 1. Press the "A" Button on your remote control.
- 2. Select "Caller ID." The display will read "Received Calls."
- 3. Press SELECT on your remote control to view your last 10 calls received.

Call Waiting

Call Waiting alerts you when another caller is trying to reach you while you're on the phone.

How it works:

A special tone alerts you to a waiting call; the person calling you hears normal ringtone.

To answer a waiting call:

- 1. While you're on the phone, a special tone tells you a second call is waiting.
- 2. Press and quickly release the "Receiver" or "Flash" button on your phone. While you talk with one caller, the other caller will automatically be placed on hold. Each conversation remains private.

To alternate between callers:

1. Press and quickly release the "Receiver" or "Flash" button on your phone. While you talk with one caller, the other caller will automatically be placed on hold. Each conversation remains private.



To end either call:

- 1. While on the phone with the caller you want to disconnect, hang up the phone.
- 2. Your phone will ring.
- 3. When you answer, you'll be connected with the caller you placed on hold.

Call Waiting ID

Call Waiting ID combines Caller ID and Call Waiting.

Allows you to use your telephone without missing other calls. A special tone alerts you to a waiting call and you also receive a visual display of the name and number of the person calling on your Caller ID display unit. This puts you in control of which calls you'll accept.

Call Forwarding (*72)

Call Forwarding allows you to forward your calls to an alternate number.

How it works:

- Dial (*) 72; listen for three short beeps and then a dial tone; enter the 7 or 10 digit number where you want calls to be forwarded and wait for the confirmation tone.
- After the confirmation tone, the system will automatically place a courtesy call, to the forward-to number. If the forwarded-to party answers the courtesy call, the feature is activated.
- If the forward-to line is busy or there is no answer to the courtesy call, the feature is not activated. You can still activate Call Forwarding by repeating the activation procedure within two minutes of the first attempt.
- You will hear an error message if the forward-to number is invalid. Calls will continue to forward to the chosen number until deactivated.
- If you have Voice Mail, your calls and calls that would normally transfer into Voice Mail will continue to go to the forward-to number thereby bypassing Voice Mail.

Cancel Call Forwarding (*73)

You must remember to deactivate Call Forwarding by dialing (*) 73 and waiting for the deactivation confirmation tone.

Caller ID Blocking (*67)

Caller ID Blocking allows you to temporarily change the permanent public/private status indicator of your phone number. Dial (*) 67 before dialing a phone number to block the availability of your Caller ID information.

NOTE: Voice mail subscribers who activate this feature along with Anonymous Call Reject must use their voice mail access number, instead of their home phone number, to access the voice mail system from home.

Cancel Call Waiting (*70)

Cancel Call Waiting allows you to disable the Call Waiting feature for the duration of a telephone call. Dial (*) 70 before dialing a phone number to disable the Call Waiting feature.

Calling Features

Speed Dial (*74)

Speed Dial allows you to call frequently dialed phone numbers using just one digit. Dial *74; listen for stutter tone and choose a digit from 2 to 9; enter the 7 or 10-digit number (dialing 1 first wherever it applies) that will be speed dialed and wait for confirmation tone. Press the chosen digit (from 2-9) followed by the # (pound) sign and the system will speed dial the telephone number that correlates to the chosen digit. You can store up to eight numbers at one time. To change any of the stored numbers simply repeat the process with the new desired telephone number.

Anonymous Call Reject-ACR (*77)

ACR allows you to block unwanted calls from callers who restrict sending their caller ID information such as "Anonymous" callers. Dial *77 to activate and wait for the confirmation tone; all unidentified calls will then be rejected. You must Dial *87 to deactivate this feature.

NOTE: Voice mail subscribers who activate this feature along with Caller ID Block (*67) must use their voice mail access number, instead of their home phone number, to access the voice mail system from home.

Additional Charges Blocking (ACB)

Additional Charges Blocking (ACB) gives you the ability to block ALL outbound calls that could result in additional Digital Phone service charges (such as "0" calls to the operator, calls to 900/976 numbers, calls to 411, and International calls.) There is no cost to activate or deacitivate this service. If you are interested in activating ACB, please contact customer service.

NOTE: When ACB is activated you will not be able to contact the operator by dialing "0" but must instead dial 9-1-1 to request help in an emergency.

Caller ID Restore (*82)

For those who have their outgoing Caller ID blocked, Caller ID Restore allows you to override your Caller ID privacy status. Dial (*)82 before dialing a phone number to allow the party you are calling to view your Caller ID information.

Enhanced 911 (911)

In an emergency, it's hard to remember more than "911." Enhanced 911 automatically transmits your address to emergency service providers.

Digital Phone Voice Mail Instructions

The following instructions are for Time Warner Cable Digital Phone customers who subscribe to the Voice Mail feature.

Setting Up a Voice Mail Account

You will need to set your Voice Mail up before using it. Once set-up is complete, your Voice Mail will be ready to receive messages.

Personalizing Your Voice Mail

- 1. Enter your Digital Phone home telephone number.
- 2. The Voice Mail system will ask for your temporary Personal Identification Number (PIN) which is the last 4 digits of your Digital Phone telephone number.
- 3. The Voice Mail system will then prompt you to select a permanent 4 digit PIN and to press the pound (#) key. Select a PIN that is easy to remember, but difficult for someone else to guess. The Voice Mail system will ask you to verify your PIN by entering it a second time and pressing the pound (#) key.



Calling Features

- Note: Digital Phone allows you the option to access your Voice Mail without using your PIN. This option (PIN SKIP) is automatically enabled when accessing your Voice Mail system from home. If you would like to disable PIN SKIP simply access the Voice Mail system and dial 4-3-2-2. Should you like to re-enable PIN SKIP you can also dial 4-3-2-2; the system will always tell you the status of PIN SKIP and you can decide when to enable or disable this feature.
- 4. The Voice Mail system will prompt you to state your name and press the pound (#) key. If multiple people use Digital Phone, you should record a name that represents all individuals in the home. For example, "Sam and Rebecca" or "The Smith Family."

When completed you may:

- Press the '1' key to use the recording of your name.
 Press the '2' key to listen to the recording of your name.
 Press the '3' key to record your name again.
- 5. The Voice Mail system will ask you to record a greeting followed by the pound (#) key. This is the greeting callers will hear when you are unable to answer the phone.
- Press the '1' key to use the recording of your standard greeting.
 Press the '2' key to listen to the recording of your standard greeting.
- Press the '3' key to record your standard greeting again.
- 6. Once your Voice Mail account set-up is complete, you will have the opportunity to listen to the main menu, or, if you are finished, simply hang-up to exit. You may also exit by pressing the (*) and the '9' keys.

Retrieving Voice Mail Messages

The following instructions will guide you through the process of retrieving your Voice Mail messages. You can retrieve messages from your Digital Phone at home or while you are away from home, using any touch-tone phone.

At Home Using Your Digital Phone Number

- 1. Lift the handset of your phone.
- 2. A stutter dial tone means you have a message(s).
- 3. Dial your 7 or 10 digit home phone number and wait for your Voice Mail to answer.
- 4. The Voice Mail system will tell you how many new messages you have.
- 5. Press the '1' key to listen to your messages.

Note: Customers are no longer required to enter the four-digit PIN to retrieve messages at home. While this is a great time saving feature, PIN Skip significantly decreases the privacy protection and security of your Voice Mail. If you would like to disable PIN Skip, simply access the Voice Mail system, and dial 4-3-2-2 following the prompts.

Calling Features

Away From Home Using Any Other Phone (Dialing your Home Phone Number)

- 1. Lift the handset of any touch-tone phone.
- 2. Dial your 7 or 10 digit home phone number.
- 3. Wait for your call to go into the Voice Mail system; you will hear your Voice Mail greeting.
- 4. Press the (*) key.
- 5. Enter your PIN followed by the (#) key.
- 6. The Voice Mail system will tell you how many new Voice Mail messages you have.
- 7. Press the '1' key to listen to your messages.

To access your voice mail messages away from home without disturbing family members, dial the Voice Mail access number (803-873-9000) and follow the prompts.

Managing Your Voice Mail Messages

When you have finished listening to your Voice Mail messages, there are several options available to manage them. The following directions describe these options.

Saving A Voice Mail Message

Once you have listened to a message, you have the option of saving it.

- 1. If you want to save the message, press the pound (#) key immediately at the conclusion of the message.
- 2. The Voice Mail system will save the message and begin playing the next message.

Replaying A Voice Mail Message

Once you have listened to a message, you have the option of replaying it.

- 1. To replay a message, press the '1' key immediately at the conclusion of the message.
- 2. The Voice Mail system will replay the message.

Marking A Voice Mail Message As New

Once you have listened to a message, you have the option of marking the message as new. You may also mark messages that you have previously saved as new.

- 1. To mark a message as new, press the '6' key immediately after listening to the message.
- 2. The next time you access Voice Mail, the message will be presented as though it were a new message.
 - a. You may also mark previously saved messages as new.

-

Rewinding a Voice Mail Message

While you are listening to a message, you can rewind the message several seconds.

- 1. To rewind the message several seconds, press the '7' key at any time during message playback.
- 2. The message will rewind several seconds and begin playing again. Press the '7' key continually or simply press the '1' key to completely rewind the message.

Advancing a Voice Mail Message

While you are listening to a message, you can advance the message several seconds.

- 1. Advance the message several seconds by pressing the '9' key at any time during playback.
- 2. The message will advance several seconds and begin playing again.
- 3. Press the (#) key to advance to the end and save the message.
- 4. Press the '3' key to advance to end and delete the message.
- 5. Press the '6' key to advance to the end and save the message as new.

Deleting a Voice Mail Message

Once you have listened to a message, you have the option to delete it.

- 1. If you wish to delete a message, press the '3' key at any time during the message.
- 2. The message will be erased.

Retrieving Deleted Voice Mail Messages

- 1. If you have accidentally deleted a Voice Mail message, press star (*) 7 immediately to return to the deleted message.
- 2. If you have chosen to delete a message, that message will be temporarily stored in saved messages until you end the session and hang up the phone.
 a. If at a later time during the session you wish to recover a message you've chosen to delete, you can review deleted messages by pressing the '1' key from the main menu. When you hear the message you wish to recover, you can either save the message by pressing the (#) key or mark it as new by pressing the '6' key.

Priced at only \$3.95 a month, Time Warner Cable Digital Phone Voice Mail is a great value when compared to other Voice Mail services. For more information, including the latest updates to our service, or to order Voice Mail call 866-892-7201.

FAQS

- Q. Can I have all the phones in my home connected to Digital Phone?
- A. Yes, all of the phones in your home can be connected to Digital Phone.
- Q. Can I disconnect my current phone service once Digital Phone has been installed?

A. Yes, if you keep your current telephone number you do not need to contact your current phone service provider. You will continue to have service from your current phone provider until we complete your Digital Phone installation. Once your Digital Phone installation is complete and your phone number is successfully transferred, we will contact your current phone service provider to ensure your previous phone service is disconnected.

If you receive a new telephone number from Time Warner Cable, and no longer require phone service from your current phone service provider, then you will need to contact your current phone service provider to disconnect your current phone service. We recommend that you disconnect your current phone service after the Digital Phone installation is complete so you are not without phone service.

Q. Why am I still receiving bills from my former phone company?

A. You may have switched phone service during the middle of your billing cycle with your former phone company. Based on this, the carrier will send you a bill for the last days that you had service in order to close your account.

If you received a new telephone number from Time Warner Cable, you need to call your former telephone company to cancel your former phone service. If you did NOT call your former phone company to cancel your phone service, you may be receiving bills from your former phone company because they still consider you an active customer. Please call your former phone company to cancel your service.

Q. Can I add a second phone line to my Digital Phone/Digital Phone Unlimited Carolinas service?

A. Yes. With Digital Phone 2nd Line service you can easily add a separate phone line and telephone number. If you have standard Digital Phone service on your primary line, you can get the same service on your second line for just an additional \$29.95 per month or you can get Digital Phone Unlimited Carolinas on your second line for only \$24.95 per month. If you have Digital Phone Unlimited Carolinas on your primary line, you can get Digital Phone Unlimited Carolinas service on your second line for just an additional \$24.95 per month.

Note: Standard Digital Phone service is not available as a 2nd Line option if you have Digital Phone Unlimited Carolinas on your primary line.

Q. Will my monitored security system work with Digital Phone?

A. Digital Phone will work with most monitored home security systems. In the event that Time Warner Cable installs and configures Digital Phone with your home security system, we recommend that you test the proper operation and communication aspects of the alarm system before and after your Digital Phone installation.

Digital Phone does not include back-up power and, as in the case with an electric-powered home cordless phone, should there be an outage, Digital Phone, including the ability to access 9-1-1 services, will not be available.



FAQs

Q. Will my dial-up Internet Service Provider work with Digital Phone?

A. At this time, Digital Phone service does not include support of dial-up Internet calls. However, Time Warner Cable does provide a variety of data connection options to suit your needs. Please call Customer Service at 611 from your home phone to find out more.

Time Warner Cable does install, support, and service our High-Speed Internet partners - EarthLink and Road Runner High Speed Online.

Q. What will happen to my DSL service when I switch to Digital Phone?

A. If you are a DSL subscriber and you wish to use Digital Phone on all of the telephone jacks in your home, then you will have to contact your DSL provider to disconnect your DSL service prior to your Digital Phone installation appointment. If you wish to keep your DSL service, then we cannot provide you with Digital Phone service with whole-home wiring unless you maintain a separate analog phone line specifically for your DSL service.

Time Warner Cable recommends that you replace your DSL service with High-speed Internet service from one of our High-Speed Internet partners (Road Runner and Earthlink).

Q. Can I use my High-Speed modem to access the Internet and talk on the phone at the same time?

A. Yes. Your High-Speed modem will allow you to access the Internet and talk on the phone at the same time because each feature of your modem is independent.

Q. Will Digital Phone work with Home Networking?

A. Yes, Digital Phone should have no impact on Home Networking.

Q. Will my fax machine work with Digital Phone?

A. We are pleased to report that our Digital Phone service does support fax transmissions. Faxing success rates over Digital Phone are comparable to normal land line service. In the event you experience abnormal faxing conditions please contact our customer care office as soon as possible at 866-892-7201.

Q. Will my answering machine work with Digital Phone?

A. Yes. Answering machines will work with your service but we recommend Digital Phone Voice Mail for callers to leave a Voice Mail when you are on the phone and choose not to answer.

Q. Can I use Digital Phone for my business?

A. No. Digital Phone is a residential telephone service.

Q. Can I call 911 using Digital Phone?

A. Yes, absolutely. Safety is an important consideration and Digital Phone provides Enhanced 911 service. Please note that Digital Phone does not include back-up power and, as is the case with a cordless phone, should there be a power outage, Digital Phone, including the ability to access 911 services, will not be available until the power is restored.

Q. Can I receive collect calls with Digital Phone?

A. Yes, you can receive collect calls as you normally would, with the exception of calls from correctional facilities. Collect call charges will appear in a lump sum on your monthly bill in a line called Directory Assistance and Operator Services. Call detail is available to you at www.twcsc.com/digitalphone by clicking 'My Account'.

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FAQs

Q. Can I choose my own Long Distance Carrier?

A. With Digital Phone, Time Warner Cable is your Long Distance Carrier. If you subscribe to standard unlimited Digital Phone, you'll receive unlimited long distance calling to anywhere in the United States, Canada, and Puerto Rico, plus unlimited local and in-state calling, for as low as \$39.95 per month.

If you subscribe to Digital Phone Unlimited Carolinas, there is no extra charge for calling within South Carolina and North Carolina and domestic long distance calls cost just \$0.05 per minute.

Q. How do I make a long distance call with Digital Phone/Digital Phone Unlimited Carolinas service?

A. You don't need to do anything different when you place calls with Digital Phone and Digital Phone Unlimited Carolinas. Just dial like you normally would.

If you subscribe to standard unlimited Digital Phone you'll receive unlimited long distance calling to anywhere in the United States, Canada, and Puerto Rico for as low as \$39.95 per month.

If you subscribe to Digital Phone Unlimited Carolinas, there is no extra charge for calling within South Carolina and North Carolina and domestic long distance calls cost just \$0.05 per minute.

Q. Are calls to US Territories included in Digital Phone's unlimited long distance calling?

A. Calls to the following US Territories are included in Digital Phone's unlimited long distance calling: Guam, Puerto Rico, the Northern Mariana Islands and the US Virgin Islands.

Calls to the following US Territories are NOT included in Digital Phone's unlimited long distance calling; American Samoa, Guantanamo Bay, and the Marshall Islands. Rates for calls to these areas are competitive with other major long-distance providers.

International calls to mobile devices incur additional charges.

If you subscribe to Digital Phone Unlimited Carolinas, all calls to US Territories will be billed at rates competitive with other major long-distance providers.

Q. Can I make international calls with Digital Phone?

A. Yes. You can make international calls with Digital Phone and get our lowest rates without paying extra fees. Calls to international locations are billed at rates competitive with other major providers and there are no changes to how you make international calls with Digital Phone. Just dial like you normally would (example: 011+country code+city code+the number of the person or company you are trying to call.)

Check out our low international rates at www.twcsc.com/digitalphone. After the first minute, our low international rates are billed in six second increments, rather than billing a full minute when you only use a few seconds like most telephone companies charge (with exception to Mexico which is rounded up to the next minute). And there's no monthly fee just to have access to international calling, you only pay when you make an international call.

Note: The Mexican government has advised that they are changing the dialing pattern for calls made to mobile phones in Mexico.

The change requires that a "1" be added after the country code (52) and before the 10-digit local number in the dialing number

digitalphone

sequence: [52+1+10 digital local number]

Q. Will I hear a difference in my long distance calls with Digital Phone?

A. No. Although some customers have told us they receive a clearer connection with Digital Phone, you should expect the same quality of you local, in-state and long distance calls.

Q. Can I use my calling card for long distance calls with Digital Phone?

A. Yes.

Q. Will I receive a separate bill for Digital Phone?

A. No. Digital Phone service will appear as a line item on your Time Warner Cable monthly statement. Additional charges for any calls made to international locations, Directory Assistance and Operator Services will appear on additional lines on the same bill.

Q. Will I be provided with a detailed breakdown of my call activity with Digital Phone?

A. Yes. You can access a detailed breakdown of your Digital Phone call activity (excluding local calls) at www.twcsc.com/digitalphone by clicking 'My Account.'

Q. Does Time Warner Cable provide technical support for Digital Phone?

A. Yes. A big benefit of Time Warner Cable is that you get complete support for all of our services just by contacting us. Contact us by calling 866-892-7201 or dialing 611 from your Digital Phone. You can also contact us by sending an e-mail to twscdigiphone@twcable.com.

Q. What if I have a problem?

A. For a problem with your bill or service, call Time Warner Cable at 866-892-7201. If your concern is not resolved, ask to speak with a supervisor. If you are still not satisfied, contact the Consumer Services Complaint Line at the Office of Regulatory Staff. To contact the Office of Regulatory Staff call (803) 737-5230 from the Columbia area, 1-800-922-7531 outside of the Columbia Area, or go to the ORS website, **www.regulatorystaff.sc.gov.** The hotline staff will review rules with you, advise you of your rights, and, if needed, work with you and the company to try and resolve your problem. To contact the South Carolina PUC call 803-896-5230 or go to www.psc.sc.gov. To contact the FCC, call 1-888-225-5322 or go to www.fcc.gov.

Q. What if my service is changed without my permission?

A. This is called "Slamming" and it's illegal. If your local, in-state, or long distance service is switched without your permission ,contact the Office of Regulatory Staff at (803) 737-5230 from the Columbia area, 800-922-7531 outside of the Columbia Area, or go to the ORS website, **www.regulatorystaff.sc.gov.**

Q. Is there a phone number or website that I can call or visit to learn more about Digital Phone?

A. You can call 866-892-7201 for answers to your questions or visit the Time Warner Cable website online at www.twcsc.com.

Q. How do I refer someone to Digital Phone?

A. Refer customers to the Time Warner Cable website at www.twcsc.com. Customers also have the option of signing-up online for the Digital Phone service.

For more information as well as the latest updates to our service please visit our website at www.twcsc.com.

Bill of Rights

BILL OF RIGHTS

The Office of Regulatory Staff wants telephone utility customers to know their rights and responsibilities and whom to contact for assistance when they have questions or problems.

BE AN INFORMED CUSTOMER, KNOW YOUR RIGHTS.

1. As a general rule, you have the right to establish telephone service if you satisfactorily establish your credit and no member of your household is indebted to the telephone utility or any other telephone utility, if you provide the telephone utility with necessary and reasonable access to your property, if you are within the operating area of the company, and if your utilization does not pose a hazardous or dangerous condition. If you have any questions concerning your right to service, you should contact the telephone utility serving your area.

2. You have the right to advice from your telephone utility as to what facilities and

services are available in your area.

3. You have the right to a telephone directory published at regular intervals, listing the name, address and telephone numbers of customers, except public telephone and telephone service unlisted at a customer's request. In the event of an error in your telephone listing, you have the right to request the telephone utility to intercept all calls to the listed number for a reasonable period of time provided existing central office equipment will permit and the number is not in service. In the event of an error or omission in the listing of a customer, such customer's correct name and telephone number shall be in the files of the directory assistance

4. You have the right to establish your credit in any one of the following ways: 1) you may provide a letter of good credit from a reliable source; 2) you may show that you have been a customer of the same telephone utility and have not had two

consecutive

30-day arrears, or more than two non-consecutive 30-day arrears in the past 24 months; 3) you may provide a satisfactory guarantor or cosigner, who is also a resident customer of the same telephone utility with good credit, to guarantee payment of your bills if you do not pay them; or 4) you may make a cash deposit with the utility. You have the right to have all means of establishing credit explained to you by the utility's personnel.

5. If you are required to make a cash deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) bill for a new customer or an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding six (6) months for an existing customer. If you make a cash deposit with the utility, you have the right to have the deposit returned to you (plus interest at a rate prescribed by the Commission) after two years unless you have had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears in the past 24 months, or have had service denied or interrupted for non-payment of bills, or have been sent two late payment notices in the past nine (9) months, or have had a returned check in the past six (6) months; or if you discontinue service with telephone utility.

6. You have the right to pay your bill without incurring late-payment charges if no unpaid balance is brought forward from the previous billing date. If a balance is brought forward, a maximum of one and one-half percent (1 ½%) may be added to that balance to cover the cost of collection and carrying accounts in arrears.

7. You have the right to be notified, in writing, of any proposed changes in rates

and charges for your telephone service.

8. You have the right to a timely and accurate bill. You have the right to receive an itemized monthly bill once a year or a verbal itemization upon request. You have the right to receive upon request, information as to the utility's billing procedures, including the increments used for the billing of long distance service.

9. If equal access is available, you have the right to select the Long Distance

Bill of Rights

Carrier of your choice provided the carrier is operating within your service area. 10. You have the right to be given written notice from the utility at least five (5) days before your telephone service can be disconnected for your failure to pay your telephone bill. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.

11. If the telephone utility has overcharged or undercharged you, and it is found that an error has occurred within six months of the most recent billing, the error shall be corrected, and adjustment made thereof. You have the right to an adjustment for a period that your records or the company's records indicate the error has occurred or for a period as prescribed by the telephone utility tariff on file with the Commission.

12. You have the right to contact the telephone utility at all hours in case of emergency or unscheduled interruptions in your telephone service.

13. You have the right to have any questions or complaints considered by your telephone utility and you have the right to prompt and courteous treatment by the telephone utility.

14. If you need assistance with a complaint against your telephone utility that you cannot resolve by dealing with the telephone utility on your own, you have the right to call on the Office of Regulatory Staff's Consumer Services Department. They will work with you and the telephone utility in an effort to resolve your complaint. The Office of Regulatory Staff is located in Columbia and can be reached by calling its toll free telephone number, 1 800-922-1531 or, if from the Columbia area, (803) 737-5230 or at www.regulatorystaff.sc.gov.

15. If you are unable to resolve your complaint by working with the telephone utility or the Office of Regulatory Staff's Consumer Services Department and you are not satisfied with the outcome of this process, you have the right to file a petition against the telephone utility and request a hearing before the Public Service Commission. To file a petition, you must prepare a written statement with the following information: your name and address, the name of your telephone company, a clear and brief statement of the facts surrounding the complaint, and a description of the relief you hope to obtain from the Commission. Mail the petition to the Public Service Commission, Chief Clerk/Administrator, P.O. Drawer 11649, Columbia, SC 29211. The Public Service Commission may schedule a public hearing. At the hearing, both you and your telephone company may present testimony and evidence before the Commission. After hearing the testimony, the Public Service Commission will make a decision and issue an order ruling on your petition.

This statement gives you a summary of your rights as a customer of a telephone utility regulated by the South Carolina Public Service Commission. More detailed provisions are set out in law, Commission Rules and Regulations, and the Tariffs of the telephone utility. The South Carolina Office of Regulatory Staff wants to inform you of your rights and responsibilities as a consumer, wants you to understand the responsibilities of your telephone company, and wants you to call upon its Consumer Services Department if you need assistance.

Revised November 2006

Subscriber Privacy Notice

SUBSCRIBER PRIVACY NOTICE

We at your local Time Warner Cable-affiliated cable operator ("Operator," "we" or "us") are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over our cable system, including video programming services, ISP Services, and voice services ("cable-based services"). This notice is also being provided on behalf of Time Warner Cable's affiliated ISPs whose services are being provided over our cable systems (America Online and Road Runner and any other affiliated ISP Service which we may offer in the future (collectively, "Affiliated ISPs")). This Notice is being provided in accordance with the Communications Act of 1934, as amended (the "Communications Act"). In addition to the Communications Act, this Notice also makes reference to the Electronic Communications Policy Act of 1986, as amended ("ECPA"), and the Online Copyright Infringement Liability Limitation Act of 1998 ("Copyright Act"), which are also applicable if you are a subscriber to an ISP service provided by Operator over its cable system (an "ISP Service").

This Notice pertains to personally identifiable information about you that you have furnished to Operator, or that Operator has collected, in connection with the provision of cable-based services to you. The provisions of this Notice also apply as indicated herein to personally identifiable information that you have furnished to Affiliated ISPs or that they have collected in connection with their provision of ISP Service. Personally identifiable information does not include aggregate data that does not identify you.

The Communications Act's subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Communications Act ("Cable Operators"), providing cable and other services over their systems. Our Affiliated ISPs intend to conduct their privacy practices as set forth in this Notice, which provides subscribers to their ISP Services (i.e., their ISP services as provided by Operator over its cable system) with information required by the privacy provisions of the Communications Act, whether or not these Affiliated ISPs qualify as Cable Operators. Our Affiliated ISPs may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Notice. When using our Affiliated ISPs, you may wish to review these additional policies and notices.

The provisions of this Notice do not apply to non-affiliated, third party ISPs (e.g., EarthLink) whose ISP Services are provided on Operator's cable systems. These non-affiliated ISPs may have their own privacy policies, which you may want to review. You should also be aware that most of the content and applications provided through your ISP Service are provided by third parties, and that by accessing the online content of these third parties you may cause or enable the transmission by the system to them of personally identifiable information. The policies described in this Notice do not apply to such third parties. These third parties may have their own privacy policies, which you may also want to review.

Seven areas are covered by this Notice:

- 1. The nature of personally identifiable information collected about you and the way such information is used;
- 2. The nature, frequency, and purpose of any disclosure that may be made of such information.
- 3. Disclosure of information to governmental entities and through legal process;
- 4. The period of time such information will be maintained:



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- 5. Your online communications on your ISP Service;
- 6. The times and place you may have access to the information collected; and
 - 7. Your rights under the Communications Act.

1. Collection and Use of Personally Identifiable Information

In order that Operator can provide service to you and operate efficiently, Operator collects the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number, and credit and credit card information. Depending on the services Operator provides to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our services, which are obtained from subscriber interviews and questionnaires. Additionally, Operator may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain subscriber correspondence (via e-mail or otherwise) and, if you are an ISP Service subscriber, we may keep records of violations and alleged violations of your ISP Service Subscription Agreement with Operator (your "Subscription Agreement") and other rules governing your use of the ISP Service. Finally, Operator may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about Operator's services; to maintain or improve the quality of Operator's services; to answer questions from subscribers (i.e., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market cable or other services or products that you may be interested in; and for tax and accounting purposes.

Operator's system, in delivering and routing the ISP Services, and the systems of Operator's Affiliated ISPs, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. Operator does not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. Operator, as described above, as well as your ISP, in providing the ISP Service to you, also has access to personally identifiable information about you or your ISP account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this paragraph.

Under the Communications Act, a Cable Operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

Our Affiliated ISPs also may collect the following types of information that may constitute personally identifiable information:

--registration and account information, including your name, address, telephone number, screen names and email address(es), means of subscription, billing and

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payment (including credit card) information, and complaint and service history;

- --account usage information, including information about how often and how long you use the relevant ISP Service, areas of the ISP Service visited and features of the ISP Service selected or used, and purchases that you have made through the ISP Service, in addition to account usage information relating to your voice services:
- --technical information, including information about your computer system, its software and modem, and your geographical location;
- --other subscriber information, including preference and other information you provide when you use or personalize your use of your ISP Service, information provided by our Affiliated ISPs' business partners, information you publish on the ISP Service, and information from other sources (for example, publicly available supplementary data).

The information collected by our Affiliated ISPs in connection with your use of their ISP Services may be used in connection with the provision and maintenance of the relevant ISP Service and to fulfill transactions that you request, to personalize or improve your online experience, or as otherwise necessary in the course of their businesses (for example, in audits, billing matters, or research). Our Affiliated ISPs may also use this information to provide advertising and other offers for goods and services to you, subject to the marketing preferences you may select when using their ISP Services. If you are a subscriber to one or more of our Affiliated ISPs, you have consented in your Subscription Agreement(s) to the collection of such information for the uses described above.

2. Disclosure of Personally Identifiable Information

Personally identifiable information that Operator maintains related to its subscribers will be disclosed by Operator without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by Operator in the course of providing cable service to you include the employees of Operator and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to Operator when they have a legal right to inspect our books and records.

In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared between Operator and your ISP in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons listed above, your ISP and its employees or other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

Information for billing purposes is generally provided by Operator on a monthly basis. Information for other purposes is provided by Operator as it is needed.

Unless you object, the Communications Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Communications Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular

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services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, Operator may add to its mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. Operator may disclose such mailing list information from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, our Affiliated ISPs may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, our Affiliated ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to our Affiliated ISPs may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your ISP Service. In disclosing name and address information for such purposes, our Affiliated ISPs may combine these lists with publicly available information (such as census and household information), or segment them (i.e., create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the ISP service, or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process

Federal law requires Operator to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Communications Act requires that you be afforded the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Communications Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure. If you are a subscriber to an ISP Service, ECPA requires your ISP and us to reveal information to the government in certain additional circumstances. ECPA addresses both the content of communications on the ISP Service, as well as subscriber record information. ECPA requires your ISP and us to disclose to governmental authorities the content of communications in response to a criminal warrant or court order without any notice to you and without your consent. In addition, under ECPA the government may require Operator or your ISP to disclose subscriber record information (but not the content of communications) pursuant to a warrant, court order or subpoena without any notice to you and without your consent.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you to maintain a copyright infringement suit against the poster of online material, without any notice to you. Additionally,

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our Affiliated ISPs may release information about you to comply with valid legal process such as a subpoena or court order, or as required by law. In your Subscription Agreement, you have agreed that Operator and our Affiliated ISPs may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

Operator and its Affiliated ISPs maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we and our Affiliated ISPs can comply with tax and accounting requirements. When information is no longer necessary for these purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Your Online Communications on an ISP Service

In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which Operator and/or your ISP may be compelled to disclose information about you or your communications, or are permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child pornography, or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee or intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect our rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law. In your Subscription Agreement, you have agreed that Operator and our Affiliated ISPs may disclose any information in their possession to protect their rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

6. Access to Records

Under the Communications Act, you have the right to inspect the records of a Cable Operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify Operator in writing and an appointment at our local business office will be arranged during our regular business hours.

7. Your Rights Under the Communications Act

The Communications Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court should you believe that any of the Communications Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a Cable Operator. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Communications Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.



TIME WARNER CABLE DIGITAL PHONE SUBSCRIPTION AGREEMENT

The account holder(s) referred to on the accompanying Time Warner Cable Work Order or statement ("I," "me" or "my") agrees that the Work Order (if provided to me on or after January 1, 2006), this Agreement, the Terms of Use referred to below, and any applicable Tariff(s) on file with the state utility commission or comparable state agency in the jurisdiction in which I live, set forth the terms and conditions that govern my receipt of Services from Time Warner Cable, which may include, among others, video, high-speed data and voice Services. The term "Services" and all other capitalized terms used in this Agreement are defined in Section 15.

In consideration of TWC's provision of the Services that I have requested, subject to applicable law, I AGREE AS FOLLOWS:

1. Important Information About This Agreement

- (a) This Agreement, the Work Order, the Terms of Use and any effective and applicable Tariff(s), each of which TWC may amend as set forth below, constitute the entire agreement between TWC and me. This Agreement supersedes all previous written or oral agreements between TWC and me. I am not entitled to rely on any oral or written statements by TWC's representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and TWC will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement, the Terms of Use, and any applicable Tariff(s).
- (b) TWC has the right to add to, modify, or delete any term of this Agreement, the Terms of Use, the Subscriber Privacy Notice or any applicable Tariff(s) at any time. An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at http://help.twcable.com/html/policies.html or another online location designated by TWC, or can be obtained by calling my local TWC office.
- (c) TWC will notify me of any significant change(s) in this Agreement, the Terms of Use, the Subscriber Privacy Notice or any applicable Tariff(s). Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such change, I will immediately stop using the Services and notify TWC that I am terminating my Services account.
- (d) My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Agreement. In the event that a portion of my Services is terminated, or any aspect of it is changed, any remaining service or replacement service will continue to be governed by this Agreement.

Payment; Charges

(a) I agree to pay TWC for (i) all use of my Services (including, if TWC is the party billing me for ISP or OLP Service, for my subscription to my choice of ISP or OLP, as applicable), (ii) installation and applicable service charges, (iii) TWC Equipment, and (iv) all applicable local, state and federal fees and taxes. Charges for the Services are set forth on a separate price list that I have received. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the price list. TWC may change both the fees and the types of charges (e.g.,

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periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for early termination fees associated with such promotion.

- (b) Charges for installation Services and related equipment available from TWC for a standard Services installation are as described in TWC's list of charges and any applicable Tariff(s). Non-standard installations, if available, may result in additional charges as described in TWC's list of charges. In addition, I agree to pay charges for repair service calls resulting from my misuse of TWC Equipment or for failures in equipment not supplied by TWC.
- (c) If my Services account is past due and TWC sends a collector to my premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by TWC in collecting any amounts due under this Agreement and not paid by me.
- (d) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed, subject to applicable law, on amounts that are past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. TWC reserves the right to change the late fees.
- (e) I agree that if my Services account with TWC is past due, TWC may terminate any of my Services or accounts, including Digital Phone Service, in accordance with applicable law. If I have a credit due to me or a deposit is being held on any account with TWC, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with TWC without notice to me. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all accounts with TWC, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.
- (f) TWC may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. TWC may require a security deposit, or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If TWC requires a security deposit, the obligations of TWC regarding such security deposit will be governed by the terms of the deposit receipt provided by TWC to me at the time the deposit is collected. I agree that TWC may deduct amounts from my security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to TWC, for any past due amounts payable by me to TWC, including in respect of damaged or unreturned Equipment.
- (g) If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize TWC and its agents to collect this item electronically.
- (h) TWC may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees are listed in the list of charges on the price list or can be provided on request. TWC reserves the right to change return/chargeback fees.
- (i) If I subscribe to HSD Service, I acknowledge that, even if TWC is billing for the HSD Service, my ISP or OLP may require a bank or credit card or account debit authorization or other assurance of payment from me, including for charges for additional or continuing Services outside the HSD Service billed by TWC that are payable under the ISP Terms. I agree that TWC or ISP (and, if applicable, OLP)

may bill any bank or credit card submitted by me to ISP or OLP, or utilize any other means of payment available to ISP or OLP for any past due amounts payable by me to TWC. I also agree that responsibility for billing for my HSD Service subscription may be changed between TWC and ISP or OLP upon notice to me.

- (j) All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD movies, merchandise ordered via Internet, international long distance charges, etc.). TWC is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (which may include my choice of ISP or OLP and/or entities affiliated with TWC). I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless the TWC Parties for all liability for such charges. I agree that TWC is not responsible or liable for the quality of any content, merchandise, products or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.
- (k) I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Accordingly, I agree that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding TWC's collection or remittance of such fees, taxes and surcharges. I further understand that I may obtain a list of the fees, taxes and surcharges that my local TWC office currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.
- (I) I agree that it is my responsibility to report TWC billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, the errors are waived.

3. Installation; Equipment and Cabling

- (a) If I am not the owner of the house, apartment or other premises upon which TWC Equipment and Software are to be installed, I warrant that I have obtained the consent of the owner of the premises for TWC personnel and/or its agents to enter the premises for the purposes described in Section 3(d). I agree to indemnify and hold the TWC Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).
- (b) I authorize TWC to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. TWC shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the TWC Equipment, except for damage caused by negligence on the part of TWC.
- (c) The TWC Equipment is and at all times shall remain the sole and exclusive personal property of TWC, and I agree that I do not become an owner of any TWC Equipment by virtue of the payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of the TWC Equipment to my residence

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or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, TWC may, but shall not be obligated to, retrieve any associated TWC Equipment not returned by me as required under Section 3(f) below. TWC will not be deemed to have "abandoned" the TWC Equipment if it does not retrieve such equipment.

- (d) I agree to provide TWC and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the TWC Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that TWC may have reasonable access to easements and TWC Equipment located on my grounds.
- (e) TWC shall have the right to upgrade, modify and enhance TWC Equipment and Software from time to time through "downloads" from TWC's network or otherwise. Without limiting the foregoing, TWC may, at any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by TWC.
- (f) If the Services are terminated, I agree that I have no right to possess or use the TWC Equipment related to the terminated Services. As required under Section 10(b), I agree that I must arrange for the return of TWC Equipment to TWC, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the TWC Equipment or schedule with TWC for its disconnection and removal, TWC may enter any premises where the TWC Equipment may be located for the purpose of disconnecting and retrieving the TWC Equipment. I will pay any expense incurred by TWC in any retrieval of the unreturned TWC Equipment. TWC may charge me a continuing monthly fee until any outstanding TWC Equipment is returned, collected by TWC or fully paid for by me in accordance with Section 3(g). The current fee is listed in the list of charges on the price list or can be provided on request.
- (g) I agree to pay TWC liquidated damages in the amount demanded by TWC, but not to exceed that specified in the then-current price list, for the replacement cost of the TWC Equipment without any deduction for depreciation, wear and tear or physical condition of such TWC Equipment if (i) I tamper with, or permit others to tamper with, TWC Equipment, (ii) the TWC Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such destruction, loss, or theft, or (iii) the TWC Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of cable Services; the existence of a "black market" in TWC Equipment; the ability of third parties to steal Services with unlawfully obtained TWC Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of TWC Equipment. I agree to return any damaged TWC Equipment to TWC.
- (h) I agree that TWC may place equipment and cables on my premises to facilitate the provision of Services to me and to other locations in my area. The license granted under this Section 3(h) will survive the termination of this Agreement until the date that is one year from the date on which I first notify TWC in writing that I am revoking such license.

4. Use of Services; TWC Equipment and Software

- (a) I agree that TWC has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that my ISP (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the HSD Service (including content, price and system requirements). If TWC changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement, the Terms of Use and the Tariff(s). If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that TWC shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.
- (b) I agree that the Services I have requested are residential Services, offered for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:
- (i) If I receive Video Service, I agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the Video Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. I acknowledge that programs and other materials that I receive as part of the Video Service remain part of the Video Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device.
- (ii) If I receive Digital Phone Service, I agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to make available my Digital Phone Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose.
- (iii) If I receive HSD Service, I agree not to use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my household.
- (c) Theft or willful damage, alteration, or destruction of TWC Equipment, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in this Agreement, including, Section 3(g) above, shall

prevent TWC from enforcing any rights it has with respect to theft or unauthorized tampering of Services or TWC Equipment under applicable law.

- (d) I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC or use it contrary to this Agreement, the Terms of Use, or the Tariff(s). I will not, nor will I allow others to, remove any markings or labels from the TWC Equipment indicating TWC ownership or serial or identity numbers. I will safeguard the TWC Equipment from loss or damage of any kind, including accidents, breakage or house fire, and will not permit anyone other than an authorized representative of TWC to perform any work on the TWC Equipment.
- (e) I agree that to the extent any Software is licensed (or sublicensed) to me by TWC, such Software is provided for the limited purpose of facilitating my use of the Services as described in this Agreement. I will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. I will return or destroy all Software provided by TWC and any related written materials promptly upon termination of the associated Services to me for any reason. Software licensed to me by my ISP or OLP, for instance my ISP's or OLP's client or browser software, is licensed under the ISP Terms or OLP Terms, as applicable, and is not the responsibility of TWC.
- (f) I agree that I will use the Services for lawful purposes only, and in accordance with this Agreement, the Terms of Use and the Tariff(s).
- (g) I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, recommended or required by Time Warner Cable. I also acknowledge that TWC's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, TWC or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which TWC may be required, under the Federal Communications Act of 1934, to obtain my consent. I agree that TWC may seek such consents (or indications of my election to "opt in" to certain TWC programs) electronically, including through the use of a "click through" screen, and that TWC is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.
- (h) I agree that TWC has no liability for the completeness, accuracy or truth of the programs or information it transmits.

5. Special Provisions Regarding Digital Phone Service

- (a) I acknowledge that the voice-enabled cable modem used to provide the Digital Phone Service is electrically powered and that the Digital Phone Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if my broadband cable connection is disrupted or not operating. I acknowledge that, in the event of a power outage in my home, any battery included in my voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that Digital Phone Service will be available in all circumstances. I also acknowledge that, in the event of a loss of power that disrupts my local TWC cable system, the battery in my voice-enabled cable modem will not provide back-up service and the Digital Phone Service will not be available.
- (b) I agree that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Digital Phone Service, including the inability

to reach 911 or other emergency Services, or the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that TWC does not guarantee that the Digital Phone Service will operate with my home security and/or medical monitoring systems, and that I must contact my home security or medical monitoring provider in order to test my system's operation with the Digital Phone Service. I agree that I am responsible for the cost of any such testing or any fees for configuring my home security or medical monitoring system to work with the Digital Phone Service.

- (c) The location and address associated with my Digital Phone Service will be the address identified on the Work Order. I acknowledge that, under Section 4(d) of this Agreement, I am not permitted to move TWC Equipment from the location and address in which it has been installed. Furthermore, if I move my voice-enabled cable modem to an address different than that identified on the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address.
- (d) I acknowledge that the existing telephone wiring inside my home may not support both Digital Phone Service and digital subscriber line (DSL) service. Therefore, if I intend to use Digital Phone Service on all of my phone jacks, I may be required to maintain separate wiring, not provided by TWC, within my home specifically for DSL service or to disconnect my DSL service prior to receiving the Digital Phone Service over my existing in-home wiring.
- (e) I agree to provide TWC and its authorized agents with access to my telephone inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide the Digital Phone Service over my existing in-home wiring.
- (f) I acknowledge that the Digital Phone Service may not be compatible with certain data transmission Services, including but not limited to fax transmissions and dial-up Internet access and that I may be required to maintain a separate telephone line, not provided by TWC, in order to access such Services.

6. Special Provisions Regarding HSD Service

- (a) Tiers of Service. I acknowledge that the HSD Service is offered on a tiered basis and that each tier has "throughput" limits (i.e., limits on the maximum rate at which I may send and receive data at any time), "consumption" limits (i.e., limits on the amount of data that I may send or receive during the course of a month or over shorter periods) and other similar limits, all as set forth in the price list or the Terms of Use. I agree that TWC or ISP may change the throughput, consumption and other applicable limits of any tier(s) by amending the price list or Terms of Use. My continued use of the HSD Service will constitute my acceptance of any new limits. I also agree that TWC may use technical means, including but not limited to suspending or reducing the speed of my service, to ensure compliance with these limits and the Terms of Use, and that TWC or ISP may move me to a higher tier of HSD service (which may result in higher monthly charges) or impose other charges and fees if my use exceeds these limits. I further agree that TWC and ISP have the right to monitor my usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with the Terms of Use. TWC or ISP may take such steps as it determines appropriate in the event my usage of the HSD Service does not comply with the Terms of Use, including applicable consumption limits.
- (b) Republication.
- (i) I acknowledge that material posted or transmitted through the HSD Service may be copied, republished or distributed by third parties, and that the TWC Parties will not be responsible for any harm resulting from such actions.
- (ii) I grant to TWC, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual,

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irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the HSD Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSD Service.

- (iii) I agree that unsolicited email, or "spam," is a nuisance and that TWC and my ISP (and, if applicable, my OLP) are entitled to establish limits on the volume of email that I send. Such volume limits may be set by reference to a number of emails per day, week, month or year.
- (c) Continuity of Service. In order to provide continuity of service to me, if my choice of ISP is no longer available over my local TWC cable system, I agree that TWC may provide me with an alternative ISP. In such event, TWC will notify me of the date as of which I will begin receiving service from the alternative ISP, the provision of which shall also be governed by this Agreement, and TWC will provide to me a price list for such alternative ISP service. I will have the right at any time to terminate the alternative ISP or to change my subscription to any other ISP then offered by TWC.
- (d) Unfiltered Internet Access. I acknowledge that the ISP Service provides a connection to the Internet that may be unfiltered, and that the TWC Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although TWC or my ISP or OLP may make available certain parental control features, I acknowledge that such parental control features may not be entirely effective or foolproof and that, notwithstanding such features, I or members of my household may be exposed to unfiltered content.
- (e) Use of ISP and OLP Service. I agree that TWC and/or my ISP and/or OLP has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable or violates the terms of this Agreement, any TWC consumption limits or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, TWC may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that TWC and/or ISP and/or OLP may suspend or cancel my account for using all or part of the HSD Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement or the Terms of Use.
- (f) Responsibility for HSD Service. Each of TWC and my ISP (and, if applicable, my OLP) has responsibilities for the HSD Service. I acknowledge that each of my ISP and OLP may have one or more separate agreements, policies or other terms covering my rights and obligations with regard to the HSD Service ("ISP Terms" or "OLP Terms," as applicable) that are also binding on me. This Agreement does not cover any ISP or OLP features or Services that are not dependent upon distribution over TWC's cable systems (for example, dial up access or my use of ISP or OLP software that enables access to ISP or OLP features or Services through non-TWC access means) or that may otherwise be provided to me by ISP or OLP separately from the HSD Service under the ISP Terms or OLP Terms, as applicable. In the event of termination of the HSD Service, I must also contact my ISP (and, if applicable, my OLP) to ensure that these other features or Services (such as dial-up access) are properly continued or discontinued.
- (g) Computer Requirements. I agree that each Computer will need to meet certain minimum hardware and software requirements that will be specified for the HSD Service, and that such requirements may be changed from time to time by TWC or my ISP or OLP.

7. Support; Service and Repairs

- (a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. TWC will, at its own expense, repair damage to or, at TWC's option, replace TWC Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable TWC Equipment wear and tear, or technical malfunction of the system or network operated by TWC. The Subscriber Materials contain details on contacting TWC for this support.
- (b) Unless I have obtained a TWC service protection plan (if available in my area), I agree that I am responsible for all wiring, equipment and related software installed in my residence that is not TWC Equipment or TWC-licensed Software and TWC will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, telephone or telephone answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any cable modem, cabling or other equipment (other than TWC Equipment or TWC-licensed Software). TWC will not support, repair, replace, or maintain any Network Interface Card, regardless of whether provided and installed by TWC.
- (c) I agree that TWC has no responsibility for the operation of any equipment, software or service other than the Services, the TWC Equipment and the TWC-licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a TWC converter box or other TWC Equipment for which a fee may be charged. If I receive HSD Service, TWC has no responsibility to support, maintain or repair any equipment, software or service that I elect to use in connection with the HSD Service, whether provided by my ISP, my OLP or a third party. For assistance with technical problems arising from such equipment, software or Services, I should refer to the Subscriber Materials for information regarding the technical support provided by my ISP or OLP or to the support area of the ISP or OLP or to the relevant third party's material.
- (d) If TWC determines that non-TWC cabling or equipment connecting my residence to TWC Equipment installed on the side of or adjacent to my residence (i.e., at a ground block) is the cause of a service problem, I agree that TWC may charge me to resolve such service problem. If available from TWC in my area, I may subscribe to a TWC service protection plan that covers service related calls within my residence. If any other support Services are available from TWC, such Services will be at additional charges as described in TWC's price list.

8. Service Interruptions; Force Majeure

(a) I agree that TWC has no liability for delays in or interruption to my Services, except that if for reasons within TWC's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Digital Phone Service, TWC will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, TWC will issue credits for VOD, pay-perview and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall TWC be required to credit me an amount in excess of applicable service fees. TWC will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

- (b) I acknowledge that TWC may conduct maintenance from time to time that may result in interruptions of my Services.
- (c) The TWC Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.
- (d) TWC is only obligated to provide the above-referenced credits for loss of HSD Service if TWC is billing me for the HSD Service at the time of the outage. If my ISP or OLP is billing me, I will look solely to my ISP or OLP, as applicable, for a credit with respect to the HSD Service.

9. Review and Enforcement

- (a) TWC may suspend or terminate all or a portion of my Services without prior notification if TWC determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due TWC.
- (b) If I receive HSD Service, I acknowledge that TWC has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.
- (c) I agree that TWC shall have the right to take any action that TWC deems appropriate to protect the Services, TWC's facilities or TWC Equipment.

10. Termination of Service

- (a) Either TWC or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.
- (b) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify TWC by phone or by mail as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide TWC with access to my premises to disconnect the relevant Services and recover the TWC Equipment specified on the Work Order on a DATE PRIOR TO the last day of residency. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, TWC is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this paragraph.
- (c) I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check, or by making a disconnect appointment that does not result in TWC's physical recovery of the TWC Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by TWC shall have no legal effect.
- (d) If I subscribe to HSD Service, I acknowledge that notice given by me to TWC of termination of my HSD Service may not be sufficient to terminate billing by my ISP or OLP for additional or continuing Services under the ISP Terms or OLP Terms (for example, "dial up" access). I agree that I am solely responsible for contacting my ISP or OLP in addition to TWC to ensure that all such Services are terminated in accordance with the ISP Terms or OLP Terms, as applicable.



11. Disclaimer of Warranty; Limitation of Liability

- (a) I AGREE THAT THE SERVICES ARE PROVIDED BY TWC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. TWC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE TWC EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE HSD SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK. I FURTHER AGREE THAT TWC IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON MY DVR, WITHOUT LIMITING THE FOREGOING:
- (i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY TWC AND/OR ISP AND/OR OLP AND/OR ANY LONG DISTANCE PROVIDER TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE TWC PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND
- (ii) NONE OF THE TWC PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA TWC'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY COMPUTERS(S) OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. I AGREE THAT NONE OF THE TWC PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY COMPUTER AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.
- (b) I ACKNOWLEDGE THAT TWC'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, TWC EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY CABLE MODEM, CABLING OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE TWC PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES.
- (c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9(a) AND 8(a) RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY TWC PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES

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ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY TWC TO PROTECT THE SERVICES OR THE BREACH BY TWC OF ANY WARRANTY.

(d) I AGREE THAT THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE TWC PARTIES.

12. Privacy

- (a) My privacy interests, including my ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to me by TWC on its own behalf and on behalf of its Affiliated ISPs. I acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of this Agreement, and expressly consent to the collection, use and disclosure of personally identifiable and other information as described in the Subscriber Privacy Notice, as it may be amended from time to time.
- (b) I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC and its Affiliated ISPs shall each have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.
- (c) If I am a Digital Phone customer, I consent to TWC's disclosure of my name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. I also consent to TWC's disclosure of personally identifiable information to the telephone companies serving those end users to whom I make calls so that the calls can be completed. If I wish to have TWC remove this information from one or more of these Services, I understand that I may notify TWC to do so, subject to any applicable fees.

13. Consent to Phone and Email Contact

- (a) I consent to TWC calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from TWC's phone marketing list. I can make this request by calling or writing my local TWC office and asking to be placed on TWC's Do Not Call List.
- (b) I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from TWC's phone marketing list.
- (c) I consent to TWC emailing me, at any email address, including that of a wireless or mobile device, that I provide to TWC (or that TWC issues to me in connection with the HSD Service), for any purpose, including the marketing of TWC's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local TWC office.



14. Arbitration

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

15. Definitions

- (a) "Affiliated ISP" means Road Runner and any other ISP in which any TWC Party holds an ownership interest.
- (b) "Agreement" means this Services Subscription Agreement, as it may be amended from time to time by TWC.
- (c) "Computer" means the personal computer(s) located at my residence that will be used to access the HSD Service, as specified on the accompanying Work Order.
- (d) "Digital Phone Service" means the TWC phone service that provides users with the ability to send and receive local and/or long distance calls and to access additional related features and functions through TWC's cable systems.
- (e) "DVR" means a set-top box or other device enabled with a digital video recorder that is provided to me by TWC.
- (f) "HSD Service" and "High Speed Data Service" mean the online content, features, functions and Services (which may include Internet access) of the ISP or OLP selected by me, as provided over TWC's cable systems.
- (g) "including" or "include" shall mean inclusion, without limitation.
- (h) "ISP" means the Internet service provider selected by me from among those offered now or in the future by TWC for the HSD Service. My ISP is the entity that provides my Internet connectivity.
- (i) "Me," "My," and "I" mean the account holder identified on the Work Order who is authorized by TWC to access and use the Services.
- (j) "OLP" or "On-line Provider" means a provider of on-line content, features, functions and Services that are used in conjunction with my ISP Service (and whose service may be purchased with an ISP Service as part of a combined offering) but that does not itself provide Internet connectivity.
- (k) "Services" means any and all Services provided to me by TWC, which may include Video Service, High Speed Data Service, Digital Phone Service and equipment based Services such as digital video recorder Services.
- (I) "Software" means the computer software, if any, licensed by ISP or OLP to me to access the HSD Service, or licensed by TWC to me to facilitate installation or use of my ISP's or OLP's service or any other Services. Software also refers to

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any executable code that may be included in, downloaded to, or utilized by, any TWC Equipment.

- (m) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by TWC or any third party (including my ISP or OLP) regarding use of the Services.
- (n) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(a), as it may be amended from time to time by TWC.
- (o) "Tariff(s)" means the materials describing the terms upon which TWC offers Digital Phone Service, which have been filed at the Public Service Commission or comparable state agency serving the jurisdiction in which I live.
- (p) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by TWC regarding permissible or impermissible uses of or activities related to, the HSD Service.
- (q) "TWC" means the local Time Warner Cable-affiliated cable operator that is providing the Services over its cable system, or any cable operator to whom TWC assigns this Agreement.
- (r) "TWC Equipment" means any equipment provided by TWC to me including, but not limited to, wire, cable, cable conduit, splitters, junction boxes, converter boxes (also known as "set top" boxes), decoders, CableCARD™, terminals, cable modems, voice-enabled cable modems, remote control units, and any other equipment or materials provided to me by TWC for use in connection with the receipt of Services. TWC Equipment does not include any Network Interface Card ("NIC") installed in my Computer.
- (s) "TWC Parties" means TWC and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- (t) "Video Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or VOD.
- (u) "VOD" means video on demand.
- (v) "Work Order" means the Time Warner Cable work order provided to me on or after January 1, 2006 in connection with the installation or commencement of my Service(s).

16. Indemnification

I agree to defend, indemnify and hold harmless the TWC Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to my use of the Services or otherwise arising out of the use of my account or any equipment or facilities in connection therewith, or my use of any other TWC products or Services or any ISP's or OLP's products or Services.

17. Term

This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

18. Interpretation; Severability

This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and TWC. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.



19. Consent to Electronic Notice

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by TWC by such means as TWC shall determine in its discretion. Without limiting the foregoing, I agree that TWC may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the Tariff(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at http://help. twcable.com/html/policies.html or another online location designated by TWC, or can be obtained by calling my local TWC office.

20. Waiver

I agree that failure by TWC to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

21. Assignment

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services, or TWC's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. TWC may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

22. Effect of Applicable Law; Reservation of Rights

This Agreement, the Work Order and the Terms of Use are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Work Order or the Terms of Use contravene or are in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Work Order or the Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

23. Parental Control Device

I acknowledge that I have been advised of the availability of TWC's parental control device which can filter or block certain programming. Additional information about the device is available at the TWC contact number in the Subscriber Materials.

24. Conflicting Terms

In the event of a conflict in the terms and conditions between this Residential Services Subscriber Agreement and the accompanying Work Order, then the terms and conditions of this Agreement shall control.

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Terms of Service for Digital Phone

TERMS OF SERVICE for DIGITAL PHONE (Standard)

Welcome to Time Warner Cable Digital Phone! Please review the following information, terms and conditions applicable to your Time Warner Cable Digital Phone service.

Digital Phone Features

With Digital Phone, you pay one simple, low monthly rate to make an unlimited amount of calls to anyone, anytime, anywhere in the United States, Canada and Puerto Rico. Digital Phone also provides many popular calling features, including Call Waiting, Caller ID, Call Waiting ID and Call Forwarding - all at no extra charge. With Digital Phone, you can continue to use your current telephone number and all of the extension telephones in your house. In addition, you can enhance your Digital Phone service by adding Voicemail, which is available for a low additional monthly charge.

Digital Phone Facts

- Digital Phone unlimited calling does not include calls to other countries, directory assistance, operator-assisted or collect calls, or calls to pay-per-call services (900 & 876 numbers). You can use Digital Phone to make these types of calls, but you will be billed a separate charge for each call. These charges will appear separately on you Time Warner Cable monthly bill.
- International Calling Rates. Rates for calls to Mexico, the Caribbean, U.S. Territories and other overseas locations can be found on the Digital Phone website at www.twcsc.com.
- Directory Assistance and Operator Services (OS/DA) Calling Rates. Calls to Directory Assistance (411) and Operator Services (0-) are offered at an extra charge. For a complete list of OS/DA current charges please visit our website at www.twcsc.com.
- Digital Phone is compatible with most home security and medical monitoring systems. However, Digital Phone may not include back up power and, should there be a power outage, Digital Phone may not be available. In addition, Time Warner Cable does not install, support, or service home security systems. In the event that Time Warner Cable installs and configures Digital Phone to connect to your home security system, you must contact your alarm monitoring service provider in order to test the compatibility of the alarm service with Digital Phone.
- Digital Phone service does not support dial-up access to Internet service providers ("ISPs"). However, Time Warner Cable provides a variety of broadband Internet access service options that may suit your needs. To learn more, please contact Time Warner Cable. Just dial 611 from your Digital Phone service.

Digital Phone Charges

If you are an existing Time Warner Cable customer, you will not receive a separate bill for Digital Phone. Digital Phone charges will appear in a separate section of your monthly Time Warner Cable bill. Digital Phone monthly charges are billed in advance. International Calling, Directory Assistance, Operator Services and Collect Calls are billed to you as soon as practicable after you use these services. These charges will appear as separate line items on your monthly bill.

You will also be billed for the taxes and fees associated with your Digital Phone service. Applicable taxes may include federal, state, and local taxes. Regulatory fees may include any applicable 911/E911 surcharges, Federal and State Universal Service Fund contributions, Telecommunications Relay Service ("TRS") fees and other regulatory fees and charges that apply to Digital Phone service in your service area.



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Terms of Service for Digital Phone

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Your monthly Digital Phone bill will not include specific details relating to your local, long distance (intrastate, interstate or international), Directory Assistance or Operator Assisted calls. However, details of your outbound long distance, OSDA and international Digital Phone calls are available to you through a secure web site, which you may access by clicking on "My Account" at www.twcsc.com. If you do not have Internet access or have questions about your charges, you may request a paper copy of these details by contacting Time Warner Cable at (866) 892-7201.

You must report to Time Warner cable within 30 days from the date appearing on your bill any errors or questions that you may have regarding the items for which you are being charged. To request a credit or rebate for an interruption of service, please call Time Warner Cable at (866)892-7201 or send a written request to

Time Warner Cable Attention: Customer Service 3347 Platt Springs Road West Columbia, SC 29170

You must pay your Time Warner Cable bill in full, including all charges associated with your Digital Phone service, by the due date identified on the billing statement. You will be assessed a late charge \$7.00 on all billed amounts that remain unpaid more than thirty (30) days after the date that payment is due, as stated on your bill. Failure to make timely payment for all services on your Time Warner Cable bill may result in the disconnection of all of your Time Warner Cable services, including Digital Phone.

Terms of Service for Digital Phone Unlimited Carolinas

Other Important Items

Your Time Warner Cable Digital Phone service is governed by this document, the Time Warner Cable Residential Services Subscriber Agreement and the Time Warner Cable and Affiliated ISPs Subscriber Privacy Notice that you received with your installation materials.

Time Warner Cable Digital Phone service is for residential, non-commercial use only. If you have a need for business class services, please contact Time Warner Cable.

You may cancel your order to have Digital Phone service, for any reason, without penalty and with no further obligation. In addition, new Digital Phone customers may be eligible for a 30-day money back guarantee. Please note that charges for additional services, including charges associated with calls to international locations, Directory Services and Operator Assistance, are not covered by the Digital Phone 30-Day money back guarantee. You will be billed for and must pay these charges even if you cancel your Digital Phone service.

If you wish to terminate Digital Phone service, please contact Time Warner Cable at (866) 892-7201 to schedule service disconnection. You may terminate your subscription to Time Warner Cable Digital Phone service at any time, for any reason. All customer premises equipment provided by Time Warner Cable remains the sole property of Time Warner Cable.

Your Digital Phone service is intended for use only at the address location where it was originally installed, and you are prohibited from moving your voice-enabled cable modem. If your modem is moved to another address, your emergency 9-1-1 services will not operate properly because 9-1-1 operators will not be able to identify the caller's location in an emergency. If you would like to establish service at a new location, please call Time Warner Cable.

Your Time Warner Cable voice-enabled cable modem requires electrical power, and, in the event of a power outage or a Time Warner Cable network failure, emergency 9-1-1 services will not be available.



Terms of Service for Digital Phone Unlimited Carolinas

TERMS OF SERVICE for DIGITAL PHONE UNLIMITED CAROLINAS

Welcome to Time Warner Cable Digital Phone Unlimited Carolinas! Please review the following information, terms and conditions applicable to your Time Warner Cable Digital Phone Unlimited Carolinas service.

Digital Phone Features

With Digital Phone Unlimited Carolinas, you pay one simple, low monthly rate to make an unlimited amount of calls to anyone, anytime, anywhere in South Carolina and North Carolina. Digital Phone Unlimited Carolinas also provides many popular calling features, including Call Waiting, Caller ID, Call Waiting ID and Call Forwarding - all at no extra charge. With Digital Phone Unlimited Carolinas, you can continue to use your current telephone number and all of the extension telephones in your house. In addition, you can enhance your Digital Phone Unlimited Carolinas service by adding Voicemail, which is available for a low additional monthly charge.

Digital Phone Unlimited Carolinas Facts

- Digital Phone Unlimited Carolinas includes calls inside South Carolina and North Carolina. Domestic Long Distance, calls to other countries, directory assistance, operator-assisted or collect calls, or calls to pay-per-call services (900 & 876 numbers) will incur additional charges. You can use Digital Phone Unlimited Carolinas to make these types of calls, but you will be billed a separate charge for each call. These charges will appear separately on you Time Warner Cable monthly bill.
- Domestic Long Distance Rates. As a Digital Phone Unlimited Carolinas customer, domestic long distance calls will be billed at just \$0.05 per minute.
- International Calling Rates. Rates for calls to Mexico, the Caribbean, U.S. Territories and other overseas locations can be found on the Digital Phone website at www.twcsc.com/DigitalPhone.
- Directory Assistance and Operator Services (OS/DA) Calling Rates. Calls to Directory Assistance (411) and Operator Services (0-) are offered at an extra charge. For a complete list of OS/DA current charges please visit our website at www.twcsc.com/DigitalPhone.
- Digital Phone Unlimited Carolinas is compatible with most home security and medical monitoring systems. However, Digital Phone Unlimited Carolinas does not include back up power and, should there be a power outage, Digital Phone Unlimited Carolinas may not be available. In addition, Time Warner Cable does not install, support, or service home security systems. In the event that Time Warner Cable installs and configures Digital Phone Unlimited Carolinas to connect to your home security system, you must contact your alarm monitoring service provider in order to test the compatibility of the alarm service with Digital Phone Unlimited Carolinas.
- Digital Phone Unlimited Carolinas service does not support dial-up access to Internet service providers ("ISPs"). However, Time Warner Cable provides a variety of broadband Internet access service options that may suit your needs. To learn more, please contact Time Warner Cable. Just dial 611 from your Digital Phone Unlimited Carolinas service.

Terms of Service for Digital Phone Unlimited Carolinas

Digital Phone Unlimited Carolinas Charges

If you are an existing Time Warner Cable customer, you will not receive a separate bill for Digital Phone Unlimited Carolinas. Digital Phone Unlimited Carolinas charges will appear in a separate section of your monthly Time Warner Cable bill. Digital Phone Unlimited Carolinas monthly charges are billed in advance. Domestic Long Distance, International Calling, Directory Assistance, Operator Services and Collect Calls are billed to you as soon as practicable after you use these services. These charges will appear as separate line items on your monthly bill.

You will also be billed for the taxes and fees associated with your Digital Phone Unlimited Carolinas service. Applicable taxes may include federal, state, and local taxes. Regulatory fees may include any applicable 911/E911 surcharges, Federal and State Universal Service Fund contributions, Telecommunications Relay Service ("TRS") fees and other regulatory fees and charges that apply to Digital Phone service in your service area.

Your monthly Digital Phone Unlimited Carolinas bill will not include specific details relating to your local, long distance (intrastate, interstate or international), Directory Assistance or Operator Assisted calls. However, details of your outbound long distance, OSDA and international Digital Phone calls are available to you through a secure web site, which you may access by clicking on "My Account" at www.twcsc.com/DigitalPhone. If you do not have Internet access or have questions about your charges, you may request a paper copy of these details by contacting Time Warner Cable at (866) 892-7201.

You must report to Time Warner cable within 30 days from the date appearing on your bill any errors or questions that you may have regarding the items for which you are being charged. To request a credit or rebate for an interruption of service, please call Time Warner Cable at (866) 892-7201 or send a written request to the address provided below.

Time Warner Cable Attention: Customer Service 3347 Platt Springs Road West Columbia, SC 29170

You must pay your Time Warner Cable bill in full, including all charges associated with your Digital Phone Unlimited Carolinas service, by the due date identified on the billing statement. You will be assessed a late charge of \$5.00 on all billed amounts that remain unpaid more than thirty (30) days after the date that payment is due, as stated on your bill. Failure to make timely payment for all services on your Time Warner Cable bill may result in the disconnection of all of your Time Warner Cable services, including Digital Phone Unlimited Carolinas.



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Other Important Items

Your Time Warner Cable Digital Phone Unlimited Carolinas service is governed by this document, the Time Warner Cable Residential Services Subscriber Agreement and the Time Warner Cable and Affiliated ISPs Subscriber Privacy Notice that you received with your installation materials.

Time Warner Cable Digital Phone Unlimited Carolinas service is for residential, non-commercial use only. If you have a need for business class services, please contact Time Warner Cable.

You may cancel your order to have Digital Phone Unlimited Carolinas service, for any reason, without penalty and with no further obligation. In addition, new Digital Phone Unlimited Carolinas customers may be eligible for a 30-day money back guarantee. Please note that charges for additional services, including charges associated with calls to domestic long distance, international locations, Directory Services and Operator Assistance, are not covered by the Digital Phone 30-Day money back guarantee. You will be billed for and must pay these charges even if you cancel your Digital Phone Unlimited Carolinas service.

If you wish to terminate Digital Phone Unlimited Carolinas service, please contact Time Warner Cable at (866) 892-7201 to schedule service disconnection. You may terminate your subscription to Time Warner Cable Digital Phone Unlimited Carolinas service at any time, for any reason. All customer premises equipment provided by Time Warner Cable remains the sole property of Time Warner Cable.

Your Digital Phone Unlimited Carolinas service is intended for use only at the address location where it was originally installed, and you are prohibited from moving your voice-enabled cable modem. If your modem is moved to another address, your emergency 9-1-1 services will not operate properly because 9-1-1 operators will not be able to identify the caller's location in an emergency. If you would like to establish service at a new location, please call Time Warner Cable.

Your Time Warner Cable voice-enabled cable modem requires electrical power to operate, and, in the event of a power outage or a Time Warner Cable network failure, emergency 9-1-1 services will not be available.

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